

EXHIBIT D

FIRST AMENDMENT to
REVISED PROPERTY MANAGEMENT
AGREEMENT

for

ALLEN PARKWAY VILLAGE

by and between

HOUSTON HOUSING AUTHORITY

and

ORION REAL ESTATE SERVICES, INC.



HOUSTON
HOUSING AUTHORITY

Transforming Lives & Communities

FIRST AMENDMENT TO
APV MANAGEMENT AGREEMENT
Contract (2016-APV)

Table of Contents

FIRST AMENDMENT RECITALS.....	1
ARTICLE XI. AUTHORITY TO PROCURE AND MANAGE CAPITAL PROJECTS AND EXPEND CAPITAL FUNDS	2
ARTICLE XII. SCOPE OF WORK FOR PROCUREMENT AND MANAGEMENT OF CAPITAL IMPROVEMENT PROJECTS	2
ARTICLE XIII. PAYMENT TO MANAGER FOR CAPITAL PROJECTS PROCUREMENT AND MANAGEMENT	3

THIS FIRST AMENDMENT TO THE REVISED PROPERTY MANAGEMENT AGREEMENT is made and entered into by and between **HOUSTON HOUSING AUTHORITY** (“**Owner**”), which is a public housing authority pursuant to Section 392 of the Texas Local Government Code, having its principal place of business at 2640 Fountain View, Houston, Texas 77057, and **ORION REAL ESTATE SERVICES, INC.** (“**Manager**”), a Texas corporation, having its principal place of business at 2051 Greenhouse Road, Suite 300, Houston, Texas 77084 (collectively **Owner** and **Manager** shall be called the “Parties”).

FIRST AMENDMENT RECITALS

WHEREAS, **Owner** owns the 278 units comprising Allen Parkway Village located at 1600 Allen Parkway, Houston, Texas 77019 (the “**Development**”);

WHEREAS, the **Owner** is a public body corporate and politic, duly organized and validly existing and in good standing under the laws of the State of Texas and currently engaged in such business as defined in the Housing Authorities Law in the Local Government Code of the State of Texas, including the services of providing decent, safe and sanitary housing to the residents of its facilities, low income families, the elderly, the handicapped and the disabled; and

WHEREAS the **Owner** has a property management agreement with **Manager** pertaining to the **Development** through “Contract (2016 APV)”.

NOW, therefore, **Owner** and **Manager** hereby agree to amend the revised property management agreement pertaining to the **Development** as follows:

**ARTICLE XI. AUTHORITY TO PROCURE AND MANAGE CAPITAL PROJECTS
AND EXPEND CAPITAL FUNDS**

11.1 In accordance with section 5.7 of the revised property management agreement pertaining to the **Development**, **Owner** may contract with **Manager** to carry out certain work or make certain expenditures of Capital Funds.

11.2. **Owner** hereby grants **Manager** the authority to procure and manage all Capital Improvement projects on the **Development** up to \$25,000.00 per project. With the prior written consent of **Owner**, on a per project basis, **Manager** may procure and manage Capital Improvement projects above \$25,000.00 per project after receiving written consent from **Owner** to proceed. On any aforementioned Capital Improvement project where **Manager** has the authority to procure and manage the project, **Manager** shall be responsible for the proper expenditure of Capital Funds to pay for any such Capital Improvement project(s). The authority provided by way of this First Amendment remains in effect from execution of this amendment until either (1) it is expressly revoked in writing by **Owner** or (2) termination of the revised property management agreement for the **Development**, whichever occurs first.

**ARTICLE XII. SCOPE OF WORK FOR PROCUREMENT AND MANAGEMENT OF
CAPITAL IMPROVEMENT PROJECTS**

12.1 In accordance with the increased authority permitted by section XI, above, **Manager's**, scope of work shall include the following:

- a. Day-to-day construction management and supervision of Capital Improvement projects;
- b. Production of preliminary cost estimates;
- c. Preparation of solicitations for procurement of requisite Capital Improvement projects;
- d. Distribution of solicitations to various potential vendors in accordance with HHA's Procurement Policy and applicable HUD regulations;
- e. Review bids and make recommendations to **Owner** for selection of winning bid;
- f. Prepare and enter contracts with the selected contractors;
- g. Provide quality control monitoring;
- h. Review contractors' progress billings and notify **Owner** of any apparent billing concerns;

- i. Schedule and garner all necessary permits, city code inspections, and certificates of occupancy on all projects managed by **Manager**;
- j. Procure all warranty manuals and close-out documents from the contractors;
- k. Monitor and enforce vendor/contractor compliance with Section 3, Davis-Bacon, and M/WBE requirements, including requiring vendor to complete all necessary forms for these requirements.

ARTICLE XIII. PAYMENT TO MANAGER FOR CAPITAL PROJECTS
PROCUREMENT AND MANAGEMENT

13.1. Any and all compensation currently in place remains as stated in the respective property management agreements.

13.2. **Owner** will pay **Manager** six (6.0%) percent of project management and construction costs on a per-project basis, for each and every Capital Improvements project where **Owner** gives **Manager** the authority to procure and manage the project, in accordance with this amendment.

13.3. **Owner** will also reimburse **Manager** for additional verifiable costs attributable to management of the approved Capital Improvement projects in an amount not to exceed _____ DOLLARS & NO/100 CENTS (\$_____.00) in total, per week. **Manager** shall submit weekly draw requests to **Owner** for said reimbursement.

13.4. **Manager** is not an employee of **Owner**, and **Owner** is not an employee of **Manager**. Nothing contained in this Agreement will be deemed or construed to create an employee/employer relationship between the Parties. All personnel supplied or used by **Manager** in connection with this Agreement will be deemed employees, agents, or subcontractors of **Manager** and will not be considered employees, agents, subcontractors, or volunteers of **Owner** for any purpose whatsoever. All personnel supplied or used by **Owner** in connection with this Agreement will be deemed employees, agents, or subcontractors of **Owner** and will not be considered employees, agents, subcontractors, or volunteers of **Manager** for any purpose whatsoever. Nothing included in any provision of this Agreement shall impose any liability or duty upon **Owner** in any capacity whatsoever, or make **Owner** liable for the acts, omissions, liabilities, or obligations, of whatsoever nature, of **Manager** or its personnel. Any staff that **Manager** acquires, hires, or assigns to the Capital Improvements projects contemplated herein shall be employees or contractors of **Manager**. **Owner** shall not control the performance of **Manager**'s employees or contract labor. The Parties to this Agreement are not forming a partnership, joint enterprise, joint employment relationship or any other arrangement or agreement, whether at law or in equity, to split or share employees or other staff. Payment of any and all compensation and benefits to any contract labor hired by **Manager** or employees of **Manager** is solely the responsibility of **Manager**.

13.5. The revised property management agreement currently in place remains in full force and effect, and is not otherwise altered in any way by this amendment. This First Amendment is incorporated into said property management agreement between Owner and Manager by reference and made a part of said Agreement for all purposes. Accordingly, the property management agreement currently in place, as amended by this First Amendment, constitutes the entire contract between the parties.

IN WITNESS THEREOF, this document may be executed in multiple counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each party warrants that the undersigned is a duly authorized representative with the power to execute this Amendment. This amendment shall be signed by the **Manager** and **Owner**. **Manager** shall sign this Amendment first, and after signing, shall deliver the original signed Amendment to **Owner** for review and signature by **Owner**. The effective date of this Amendment shall be the date of signature by the **Owner**.

HOUSTON HOUSING AUTHORITY
(for “**Owner**”)

ORION REAL ESTATE SERVICES, INC.
(for “**Manager**”)

By: _____
Tory Gunsolley
President & CEO

By: _____
Kirk Tate

Date: _____

Date: _____

First Amendment to Contract (2016 APV)